

# **COLLECTIVE AGREEMENT**

between

**ALMA MATER SOCIETY**

(hereinafter termed the "Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION  
LOCAL 378**

(hereinafter termed the "Union")

**DURATION OF AGREEMENT  
June 1, 2010 TO MAY 31, 2013**





**ARTICLE 2 – UNION SECURITY and RECOGNITION**

- Section 1 [a] Bargaining Unit Defined  
This Agreement shall apply solely to employees for which the Union is certified under the Labour Relations Act and shall be binding on the Employer and the Union and their respective successors and assigns.  
05/10/26 Henceforth in this Agreement where the term employee[s] is used, it shall be defined solely as bargaining unit employees.
- 05/10/26 [b] New Positions  
New bargaining unit positions or jobs established by the Employer, and therefore covered by the Union’s certification, shall be included in the bargaining unit unless specifically excluded by order of the Labour Relations Board of British Columbia or any of its successors.
- 05/8/30 [c] Contracting Out  
No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or assigned to any non-bargaining unit person without prior negotiation with the Union.
- Section 2 Membership
- [a] An employee who, as of the date of the execution of this Agreement is a member of the Union or who thereafter becomes a member of the Union, shall remain a member of the Union for the duration of this Agreement.  
97/06/01 The Steward of the Union shall be given an opportunity to interview each new bargaining unit employee within regular working hours, without loss of pay, for a maximum of thirty [30] minutes during the first month of employment for the purpose of acquainting the new bargaining unit employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.
- 05/8/30 [b] The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off. The Employer shall advise the Union in writing of all newly hired employees within seven [7] calendar days of the date of the commencement of employment at which time the employee shall be introduced to the Steward by the Employer, and the Steward will provide a copy of the Collective Agreement.
- Section 3 The Employer further agrees that all new bargaining unit employees hired subsequent  
99/06/01 to the effective date of this Agreement, shall as a condition of employment within thirty [30] days from the date of employment, become and remain members of the Union.

Section 4      Union Dues

Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with a list of employees from whom such deductions have been made, as per schedule "B".

Section 5      Picket Lines

05/8/30

[a]      It shall not be a violation of this Agreement, nor cause for discipline, penalty or discharge of any employees, in the performance of their duties, neither to refuse to cross a legal picket line recognized by the Union, or senior labour bodies nor to refuse to handle goods from a supplier where a strike or lock out is in effect.

[b]      The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

05/08/30

[c]      Where an employee does not report for work as a result of an established picket line at the University of British Columbia, not initiated by the Local, she / he shall be required to notify the employer at the earliest possible time of this decision and at the latest prior to the time their scheduled shift would commence and advise the employer whether they wish their absence to be recorded as accumulated time, vacation, flex, or Personal Responsibility Leave. In the event the employee would prefer to apply for a Leave of Absence rather than use their entitlements as articulated above the employee may apply for a leave [Article 8 Section 12]. The Employer agrees that approval for an application for Leave under these circumstances will not be unreasonably withheld.

05/08/30

[d]      Employees shall have the right to choose to participate in political action called for by the Canadian Labour Congress, the British Columbia Federation of Labour or C.O.P.E. National, without discipline or penalty from either the Employer or the Union. Such time off will be without pay, but provisions of the Personal Leave, vacation entitlement, flex-time, or Leave of Absence may be applied.

**ARTICLE 3 – UNION REPRESENTATION AND RIGHTS OF STEWARDS**

Section 1

[a]      The Employer shall recognize the Office Steward[s], the members of the Joint Consultation Committee, or the members of any other established joint committees who are elected or appointed by the Union, and shall not discharge, discipline or otherwise discriminate against such Office Stewards or committee members for carrying out the duties proper to their position[s]. The Union shall inform the Employer in writing of the name[s] of the Office Steward[s].

5/8/30

[b]      Although the employer maintains their right to communicate with their employees on an individual or group basis, the Employer understands that such meetings and communications will not be interpreted or

construed as representing the Union's official position unless such employees are elected or appointed representatives of the Union.

- 05/8/30 [c] Additionally, the Office Steward and the Representative of the Union shall have the right to contact and notify employees at the workplace, but not during their working hours on matters respecting this agreement and its administration. Such meetings shall occur on scheduled breaks or on the employees own time. Office Stewards and committee members needing to leave duties to attend to matters respecting the Agreement, its administration or other bona fide duties associated with their position shall request permission from their immediate supervisor before leaving the work area for such purposes. Such permission will not be unreasonably withheld, and the Union agrees there will be no undue disruption of work.
- [d] Meetings held for official Union business during regular working hours will require five (5) business days advance notice to the employer. The employer will respond no later than two (2) business days in advance of the meeting

Section 2 [a] The Office Steward may, within reason, investigate and process grievances or confer with the Representative[s] of the Union during regular working hours, without loss of pay. The Steward will obtain permission from the immediate supervisor before leaving the immediate area for such purposes and such permission will not be unreasonably denied.

05/9/26 [b] An employee shall have the right to have an Office Steward present at any formal discussion with the Employer, for disciplinary and discharge procedures. The Employer agrees to notify the employee in advance of any formal interview for disciplinary purposes to allow for the presence of an Office Steward if the employee so requests. The Steward shall also have the right to have a Union Representative or alternate Steward present at a formal disciplinary or discharge discussion with the Employer. There shall be no undue disruption of work. All such meetings and discussions shall be during regular working hours.

Section 3 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

Section 4  
99/06/01 The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

Section 5  
99/06/01 All conversations between Office Stewards and grievors pertaining to terms and conditions of employment or pertaining to any matter in the Collective Agreement shall be considered privileged. The Parties agree that this privilege would lend itself to a trust relationship that must exist between Stewards and members.

Section 6  
99/06/01 The Employer agrees to supply a copy of correspondence to the Union to the Chief Steward. Private and confidential matters are exempt.

- Section 7  
5/9/26      Union Activity  
Upon thirty [30] days notice, the employer will consider an application for a leave of absence for one [1] employee at a time who has been elected or appointed to represent the Union at National and District conventions, or for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The employer agrees to continue to provide the benefits and the union agrees to pay for the actual cost of those benefits accrued during such leave within thirty [30] days of the receipt of the invoice. Such leave shall be limited to a total of fifteen [15] working days per contract year for the entire bargaining unit. No reasonable request shall be denied.
- Section 8  
05/08/30      Leave of Absence for Full-time Union or Public Duties  
[a]      The Employer recognizes that employees may have an interest in participating in public affairs. An employee may apply for an unpaid leave of absence [Article 8 Section 12] to be a candidate in a Federal or Provincial election for the duration of the official campaign.
- 07/06/01      [b]      Upon thirty [30] calendar days request, an employee who is elected or appointed for a full-time position to the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay, and without loss of seniority, for up to one [1] year, subject to extension by mutual agreement. The employee shall be allowed to continue participating in the benefit plans of this Agreement, and she/he shall pay the full premium of these plans.
- Section 9  
05/8/30      [a]      Meetings and Access  
Subject to availability, the Employer agrees to provide the Bargaining Unit Members with suitable meeting rooms at its premises, free of charge, when required for the purpose of meetings between the Union and the Bargaining Unit.
- 05/11/16      [b]      Representatives of the union shall have access to the Employers premises during normal working hours to assist the employees in dealing and negotiating with the Employer. The union agrees there shall be no undue disruption of work.
- Section 10  
05/9/26      Union Label and Union Communications  
[a]      In order that the Employer's general membership and the general public may be aware that a portion of the Employer's work site is represented by COPE, Local 378 members may request to display the Union label in their work area. The location of the label shall be by mutual agreement with the employer but it is understood that such placement will not be to the detriment of department information signs or materials, nor shall the size and location be considered in a dominant presence. The Union and the Employer mutually agree to act reasonably in considering such requests.

- [b] Employees shall be entitled to wear union pins and emblems while they are working.
- [c] The Union shall provide Union emblems, labels and logos to the Employer as available at no cost.
- [d] The Employer agrees to provide suitable space for a bulletin board to the Union for the exclusive purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and other general Union activities. It is recognized that the Employer is a non-partisan political organization and has approved policies on a variety of issues as adopted and revised from time to time by AMS Council. Therefore all notices not specifically related to COPE - Local 378, including their affiliates shall be submitted to the Employer before being posted. Such approval will be through the Communications Planning Group if timing permits, or if time is of the essence, at least two [2] of the Elected Executives. Communication deemed to be politically partisan in nature or recognized to be in conflict with the approved policies of the Employer will not be permitted to be posted. Approval shall not be unreasonably withheld by the Employer.

**ARTICLE 4 – THE RIGHTS of the EMPLOYER**

Section 1 Except as expressly limited by this Agreement, the Employer shall have the exclusive right to exercise its functions of management which shall include the right to hire new employees, the right to classify, discipline, suspend, discharge for cause, transfer or lay-off employees, require employees to observe such rules and regulations issued by the Employer as are consistent with the provisions of this Agreement; to decide the number and location of its offices, the methods and schedules of work, the number of personnel to be employed and the kind of equipment and materials to be used, subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 17, 18 and 19.

**ARTICLE 5 – DEFINITION of EMPLOYEES**

Section 1 Probationary Period  
 All new employees, except temporary employees, will be considered probationary for the first three [3] months of employment. After three [3] months employment, an employee will become regular.  
 Temporary employees transferred to, or attaining regular status shall have their temporary period of employment included in their probationary period. This period may be extended by mutual agreement between the Union and the Employer.

Section 2 Full-Time Regular  
 An employee hired to work on a full-time basis in a regular continuing position.

Section 3 Part-Time Regular

An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month. These employees shall be covered by all conditions of this Agreement, except as follows:

- [a] They will receive Statutory Holiday pay on a pro rata basis which is included in the hourly rates of pay as defined in Appendix "A" of this Agreement.
- [b] Vacation pay as provided in Article 8, Vacation Pay will be calculated on the same pro rata basis as for a full-time employee with the same calendar service.

Section 4      Temporary

An employee hired for a specified period not exceeding the academic year, except when extended by mutual agreement between the Union and the Employer. A temporary employee attaining regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

**ARTICLE 6 – HOURS of WORK, OVERTIME and SHIFT PREMIUM**

Section 1      [a]      The work week for all full-time employees consists of thirty-five [35] hours.

99/06/0  
07/06/01      General Administrative office hours are from 8:00 a.m. to 5:00 p.m. other hours may be specified according to the needs of the A.M.S. The Administrative office will remain open during the core hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, but the core hours for the Conference Co-ordinators and Bookings Technician shall be between 7:00 a.m. and 5:00 p.m.

07/06/01      [b]      When the special requirements of conference clients or trade shows dictate the need for the presence of one or more of the above stated positions the parties agree that there be a recognition of flexibility in the application of overtime for persons performing these jobs. Daily over-time shall not apply until the 10th hour of work provided that the total hours worked in a two week period [00:00 Monday to 24:00 Sunday] do not exceed 70 hours. For the above stated positions Section 6 shall apply but not be interpreted in such a way as to create a rate of pay in excess of double the employees rate of pay.

07/06/01      [c]      Group I jobs are guaranteed twenty [20] hours of work per week.

07/06/01      [d]      Employees will not be expected to work between 11:00 pm and 5:00 am. If there is a necessity to work during these hours, the Employee shall not be required to report for work at their scheduled time, and it is mutually agreed that at a minimum, the required time off between shifts contained under the provisions in the BC Employment Standards Act, as may be revised from time to time, shall apply. Notwithstanding the foregoing, the minimum specified may be extended through mutual agreement taking the departmental and employees personal

commitments into account.

- Section 2 Wherever possible, work hours will be shifted to take advantage of daylight saving time during the summer months.
- Section 3  
97\06\01 An unpaid lunch period of one-half [½] hour or one [1] hour will be provided and taken within the two [2] hours in the middle of the regular working day on a staggered basis according to management discretion.
- Section 4 Two [2] relief periods per day of fifteen [15] minutes each, one [1] in the morning and one [1] in the afternoon, shall be provided without loss of pay.
- Section 5  
07/06/01 Overtime  
The Employer must approve overtime before it is worked. Except as noted below all time worked before or after the regularly established working day or in excess of seven [7] hours per day, Monday to Friday, shall be considered overtime and be paid for at time and one-half [1½] for the first two [2] hours and double the employee's pro rated hourly rate thereafter.
- Section 6 All overtime worked on Saturday and/or Sunday shall be paid at the rate of double the employee's pro rated hourly rate.
- Section 7 An employee requested to work overtime beyond the regular work day shall be allowed a one-half [½] hour paid meal period at the regular pro rated hourly rate of pay, provided such overtime is in excess of two [2] hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.
- Section 8 An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four [4] hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.
- Section 9 Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.
- Section 10 Employees who work overtime may request time off or be requested to take time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.
- Section 11  
07/06/01 Part-Time Employees  
The hours of work, Monday through Friday between 8:00 a.m. to 5:00 p.m. applies equally to part-time employees as it would to full-time employees.
- Section 12  
99/06/01 Cross Training  
The Employer and the employees agree to cooperate in the development and implementation of a programme of cross training employees in order to facilitate a flexible work schedule, adequate vacation and sick leave coverage, and adequately address client/customer service issues.
- Section 13  
07/06/01 Scheduled On-Call  
An employee scheduled to be on call outside of her/his regular work hours or to carry a pager or cell phone for contact purposes outside of scheduled work

hours shall earn 0.25 hours of paid time off for each two hours that the employee is on-call. Fractions of whole hours will be paid on a proportionate base. The Employer shall authorize the time required to be on-call.

Section 14  
07/06/01

Modified Schedule

A "modified work week" may be requested by an employee and will be considered by the Employer where such scheduling does not conflict with the efficient and effective operation of the department, nor place an undue burden on other employees as a result. Such scheduling shall be by mutual agreement and documented in writing to provide clarity. Overtime does not apply until the modified daily or weekly hours of work have been exceeded.

Section 15  
05/08/30

Job Sharing

Job sharing shall refer to a voluntary agreement between the Union, the Employer and two [2] regular full-time employees to share one full-time position with respect to workload and salary level. One set of benefits under this Agreement shall remain in place. If there is to be a second set then the employees will share the cost of the second set. Pension contributions will be pro rated based on the hours scheduled.

[a] Upon one [1] month's notice by written request of the employees, the duties of a regular, full-time position may be shared by two [2] employees on a part-time basis. The Employer shall not unreasonably withhold permission. Such job sharing arrangements shall be by mutual agreement between the Employer and the Union.

**ARTICLE 7 – STATUTORY HOLIDAYS**

Section 1

[a] The Employer agrees to provide all employees with the Statutory Holidays, without loss of pay:

New Years Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Christmas Day
Boxing Day	BC Day	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government, provided that such holidays are recognized by the University of British Columbia for its own staff. Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken on either a Friday or a Monday or at a time mutually agreed with the Employer.

05/09/26

[b] The Employer recognizes that an employee may, for religious reasons; wish to observe holidays in lieu of those listed in Article 7 Section 1 [a]. In recognition that nine [9] of the aforementioned days are Statutory

Holidays governed under Provincial Legislation, the Employer agrees that an employee who wishes to observe such alternate spiritual or holy days may request in writing sixty [60] days in advance to observe such days and choose to work on the non-statutory holidays of Boxing Day and/or Easter Monday without any entitlement to shift premium. Personal Responsibility Leave provisions may also be applied to observe such days.

Section 2 No work shall be performed by employees on the above mentioned holidays except in unforeseen circumstances. Work performed on such occasions will be paid for at the rate of double the employee's regular rate in addition to the regular salary.

Section 3 In the event any of the holidays enumerated in Section 1 above, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

#### **ARTICLE 8 – ANNUAL VACATIONS and LEAVES of ABSENCE**

All employees shall be entitled to a vacation in accordance with the following schedule:

Section 1 [a] Upon completion of six [6] months service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five [5] working days which if taken, will be deducted from his/her total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

[b] Each employee who completes one [1] years service shall receive a paid vacation of three [3] weeks subject to [a]. Payment for such vacation shall be at current salary.

Section 2 Each employee who completes four [4] years service shall receive four [4] weeks paid vacation. Pay for such vacation shall be at the employee's current salary.

Section 3 Each employee who completes seven [7] years service shall receive five [5] weeks paid vacation. Pay for such vacation shall be at the employee's current salary.

Section 4 Each employee who completes eleven [11] years service shall receive six [6] weeks paid vacation. Pay for such vacation shall be at the employee's current salary.

Section 5 Employees may take their paid vacation entitlement based on anniversary date during the vacation year in which it is earned. Employees who resign or who are terminated must pay back vacation which was taken, but not earned. A vacation schedule shall be drawn up by the Employer.

Section 6  
*97/06/01* Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two [2] or more periods instead of one [1] period may do so subject to the following:  
Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one [1] vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to

select one [1] vacation period. Similarly, those employees who have chosen to take their vacation in two [2] or more periods shall select the second [2nd] and subsequent periods in order of seniority.

Section 7

Vacations must be taken during the calendar year in which it accrues. An employee may not carry over all or part of his or her vacation entitlement from year to year without written approval from the Employer.

Section 8

Christmas Closing

04/06/28

Bargaining unit employees who choose to work during the annual Christmas closure will be allowed to so, excepting Statutory Holidays, Statutory Holidays in lieu or weekends. Such work may consist of regular duties and in the event that there is insufficient regular position duties to perform, the AMS will provide special project work in keeping with the position responsibilities. Such work assignments shall be discussed and approved through the Joint Consultation Committee. It is understood that the AMS will not introduce new seasonal layoffs to counter this provision.

Section 9

Maternity Leave

Leave of absence without pay in case of pregnancy shall be granted in accordance with the "Employment Standards Act, 1995" or as amended or any successor legislation.

04/06/28

This includes Parental leave so that Maternity leave is 17 weeks with the additional 35 weeks for a birth mother or an additional 37 weeks for a birth father or for an adopting parent 37 weeks in total. Use section 51[1][d] of the Employment Standards Act. Adoptive parents include same sex couples, and/or individuals of either sex who have adopted a child. Such leave will not affect sick leave entitlement or seniority.

Section 10

Compassionate Leave

95/07/06

In case of death in the immediate family of the employee, i.e. spouse, parent, step-parent, children, step-children, foster children, siblings, in-laws, grandparents and grandchildren, an employee shall be granted compassionate leave of three [3] days with pay and five [5] days for services out of the Lower Mainland. This leave of absence will not be charged against paid sick leave, annual vacation entitlement or Family Responsibility Leave.

Section 11

The Employer will allow employees paid leaves of absence up to one-half [½] a working day for the purposes of attending weddings or funerals.

04/06/28

This may be extended to one [1] day in the event of a remote location, conflicting timing, and/or other situations that makes a one-half [½] day unworkable. This time off would be subject to departmental requirements and the time off is to be charged to the employee's Personal Responsibility leave.

05/11/16

An employee may request compassionate leave of up to one [1] working day without pay, plus unpaid travel time, in the event of death of a close friend. No reasonable request shall be refused, subject to the departmental requirements

Section 12

Leave of Absence

[a] Leave of absences for personal reasons may be granted provided that such

leave of absence shall not interfere with the operation of the department. An employee may  
04/06/28 be granted a leave of absence without pay for a period of up to three [3] months.  
Such leave may be extended for an additional period of up to two [2] months when approved by the Employer. Upon return-to-work an employee shall be credited with seniority from the start of employment plus a maximum of three [3] months leave of absence without pay. Vacation sick leave and Family Responsibility Leave do not accrue. During this leave of absence all benefit premiums will be prepaid by the employee in full [employee's and Employer's contributions], on a monthly basis.

97/06/01 [b] Leave of Absence also means any period of time an employee accepts a request by the Employer or requests [which request is at the sole discretion of Management] a voluntary layoff out of seniority.

Section 13 Education Leave  
05/9/26 Where the Employer requests or requires an employee to take courses, the Employer shall pay the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. In the event the course is located out of town, reasonable travel and per diem costs related to the course will be reimbursed as per the Employer's standard business expense policy as revised from time to time.

Section 14 Jury Duty Leave  
05/9/26 An employee summoned to Jury Duty or subpoenaed as a witness for cases in which the witness has no personal involvement shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Personal involvement may be determined by the General Manager subject to the Union's right to grieve as per Article 17. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return-to-work within a reasonable period of time. They shall not be required to report if less than two [2] hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one [1] day shall not exceed seven [7] hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven [7] hours, shall be considered overtime and paid as such.

Section 15 Elections  
06/02/24 Any employee eligible to vote in a Federal, First Nation, Provincial, or Municipal election or referendum shall have the time free from employment, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot. There will be no deduction in pay for legislated time off.

**ARTICLE 9 – SICK LEAVE, WELFARE PLANS and PENSION PLAN**

07/06/01  
Preamble: With the exception of M.S.P. [Article 9 Section 2] employees are eligible to join after three [3] months from commencement of employment. Employees previously qualified for benefits participation and who are laid off and subsequently recalled shall be eligible to rejoin on the first day of the month following recall.

Section 1 [a] Sick Leave

07/06/01 The Employer shall allow one [1] working day per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year up to a maximum of eighty-five [85] actual working days. At time of termination the employee will receive payment of fifty [50%] percent of accumulated sick leave still outstanding at that time. Employees who require additional sick time over their accumulated entitlement will be permitted to draw on future sick time entitlement to cover their absence due to illness or quarantine. Employees who resign or who are terminated must pay back sick time which was taken but not earned.

[b] Leave for Medical & Dental Appointments

Absence for medical and dental appointments totalling less than one-half [½] shift in any thirty [30] calendar days, shall not be deducted from sick leave. Where absence for medical and dental appointments exceeds one-half [½] shift in any thirty [30] calendar days, a deduction shall be made from accumulated sick leave.

Except in the event of emergency treatment, all requests for leave of absence for medical or dental appointments shall be submitted at least five [5] [ working days in advance.

All reasonable attempts will be made to schedule appointments at times that will minimize the time away from the work place.

01/06/01 [c] Personal Responsibility Leave

The Employer shall allow one quarter [¼] working day per month Personal Responsibility Leave with pay. Such Personal Responsibility Leave may be accumulated from month-to-month and from year to year up to a maximum of thirty [30] actual working days. Personal Responsibility Leave may be taken at the discretion of the employee. This Personal Responsibility Leave may be applied to family, religious, and community responsibilities, and no reason for requesting this time off is required by the Employer. No reasonable request will be refused unless there is significant scheduling or service hardship to the department. At time of termination the employee will receive payment of fifty [50%] percent of accumulated family responsibility leave outstanding at that time.

[d] Sickness / Personal Responsibility Leave Payout

This payout provision is available as an option to all employees who qualify for the Sickness/Family Responsibility accumulation benefit. Leave balances must be maintained at a minimum of eight [8] weeks or forty [40] days or

more. The Sickness/Family Responsibility Payout eligibility will be based on accumulated balances as of December 31<sup>st</sup> of the immediately preceding year. Maximum Payout in any given year is eight [8] weeks or forty [40] days at the rate of fifty percent [50%] of the employee's current salary rate. Balances over the allowable payout entitlement as itemized will be available for subsequent years. At no time can an employee be paid a sum that will create a Sickness/Family Responsibility Leave balance below the eight [8] weeks or forty [40] days. Procedures for this provision will be provided through the Payroll department as amended from time to time.

Section 2      Medical Services Plan of BC

The Society agrees to continue its employees' medical and extended health coverage as provided by their medical plan. Employer pays one hundred [100%] percent of the premium. Employees are eligible to join after thirty [30] days from commencement of employment.

Section 3      Dental Plan

For you and eligible dependents; the Employer pays one hundred [100%] percent of the premium. Coverage provides: one hundred [100%] percent coverage for routine dental work; seventy-five [75%] percent coverage for major restorative work; fifty [50%] percent coverage for orthodontics to a limit of twenty-five hundred [\$2,500.00] dollars.

Section 4      Extended Health Care

01/06/01

For employees and eligible dependents; the Employer pays one hundred [100%] percent of the premium. This is on an unlimited basis to cover medical and hospital expenses not covered by the Provincial Medical Plan. Effective June 1st, 2007 - Eyeglass option – three hundred and fifty [\$350.00] dollars each two [2] years for employees and eligible dependents. Employees are eligible to join after three [3] months from commencement of employment.

Section 5      Group Life Insurance

Employer pays one hundred [100%] percent of the premium, which is considered a taxable benefit. Coverage is two hundred [200%] percent of your current annual earnings.

Section 6      Accidental Death and Dismemberment

Employer pays one hundred [100%] percent of premium. Coverage is two hundred [200%] percent of your current annual earnings. Also payable in addition to the Group Life Insurance if death is caused by accident.

Section 7      Long Term Disability

01/06/01

Employer pays one hundred [100%] percent of premium. Coverage is sixty-six point seven [66.7%] percent of your monthly earnings if disability caused by sickness or accident. Starts after disability has lasted seventeen [17] weeks.

Section 8      Group Pension Plan

Effective June 1, 2011:      Employee contributes four [4%] percent of gross salary.  
The Employer contributes five [5%] percent of gross salary.

Effective June 1, 2012: Employee contributes four [4%] percent of gross salary. The Employer contributes six [6%] percent of gross salary.

**\*\* Cash Withdrawal [Upon Termination]**

The employee, with the Employer's consent, may receive a cash refund equal to the value of the employer's contributions which are vested depending on the length of employment and participation in the Plan. In the first year of participation in the plan, the vested amount shall be 25%. In the second year of participation in the Plan the vested amount shall be 50%.

The vested portion will become 100% at the conclusion of two years participation in the Plan.

The value of the invested contributions, both employee's and Employer's can be transferred to:

- i] an approved retirement plan
- ii] an annuity
- iii] an approved retirement plan that may be cashed in.

An annual accounting fee plus administrative charge will be levied once a year and is one hundred [100%] percent paid by the employee.

The accounting fee is fifteen [\$15.00] dollars per annum.

The administrative charge is pro rated, based on the \$ amount in your funds.

\* For further details of these benefits please see the Payroll Administrator.

Any improvement in the Employer's benefit policy relative to this Article shall be extended to include all employees in the bargaining unit.

\*\* Value shall be deemed to be the total of contributions plus investment gain [or loss].

## ARTICLE 10 – SALARIES

- Section 1 Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classification, in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- Section 2 Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, changes in job duties or re-classification of existing positions, shall be subject to negotiation and agreement between the Employer and the Union with respect to classification and salary for the positions in question. Such new, changed or re-classified jobs to be given to the Steward and Union office. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 17, 18 and 19 of this Agreement.
- Section 3 It is agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any

employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Employer.

Section 4 Promotional Increases

An employee who is promoted to a higher position shall receive the minimum for the new job classification or step in the range which shall ensure a minimum increase in salary of twenty-five [\$25.00] dollars per month.

Section 5 Substitution Pay

05/11/23

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate as determined by the foregoing Section 4, for the period so employed. This provision shall not apply for brief periods of one [1] day or less providing the substitution is temporary in nature. It is understood that if the employee is required to work in a substituted role greater than one [1] day in the two week standard pay period, as part of their on-going position responsibilities, they will be entitled to the appropriate substitution pay.

**ARTICLE 11 – HIRING, PROMOTION, LAYOFF and RECALL**

Section 1 [a] Hiring Process

06/02/08

i] When a job vacancy occurs, or new positions are created, the Employer shall post the position and provide an electronic copy of the posting to the Chief Office Steward within one [1] month of the position becoming vacant, unless the Employer gives notice of extenuating circumstances.

ii] Postings

07/06/01

The Employer shall post the position for five [5] business days and at the same time provide an electronic copy of the posting to the Chief Office Steward.

These will be in the Employer's standard format and will include Position Title, reporting relationship, position responsibilities, qualifications and experience required, salary range, normal working hours and/or unique working hours if applicable, and the closing date for applications. The posting will include the fact that the position is included in the Bargaining Unit and the approved position Group classification. Interviews, notifications, and the position commencement date will be conducted in a timely manner.

iii] Following this process, a vacancy will normally be filled within thirty [30] days of the closing date, unless notification of extenuating circumstances is provided to the Office Steward.

[b] Internal hiring

The Employer shall fill job vacancies from within before hiring new, external employees providing employees are available with the necessary qualifications and/or potential as assessed by the employer, to fill the vacant position[s]. When two or more employees are assessed to have relatively

- equal qualifications and/or potential, the position shall be awarded to the applicant with the greatest seniority.
- 06/02/08 [c] External Hiring  
If no qualified internal applicants are available, the Employer may then re-post the position externally per the process outlined above; the external posting must have at a minimum the same requirements and information as the internal posting. Preference may be given to UBC students and/or their spouse. The Employer shall also consider applicants from the Union's unemployed roster.
- 05/11/23 [d] Union notification  
The Employer agrees to notify the Office Steward when employees covered by this Agreement are promoted, demoted, transferred, laid off, recalled, resign, are suspended or are terminated.
- Section 2 Promotions and Transfers  
97/06/01 In filling vacancies, that result from promotions, transfers, lay-offs or recalls, the Society shall effect any such moves in personnel, first on a basis of qualifications, determined by the Society, such as ability, experience, merit, efficiency, aptitudes and education, and where these factors are relatively equal, seniority shall be the determining factor.
- Section 3  
Employees promoted to a higher-rated position shall be on trial for the first three [3] months. If during the first three [3] months they are considered to be unsuitable, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any increments which they may have become entitled to had they not been promoted.
- 04/06/28 The employer agrees to conduct a formal review after one [1] month in the new position to identify strengths and areas of development to allow the employee to address any performance concerns prior to the conclusion of the three [3] month trial period. In addition it is understood that at the conclusion of the initial three [3] month trial period if the employee feels that they need more time to assess their suitability for the position and the Employer feels that more time is appropriate, then through mutual agreement consideration will be given to providing an additional trial period of up to three [3] month in the position under the same terms and conditions.
- Section 4 Layoff  
05/11/16 [a] There shall be no reduction in the work force without a corresponding reduction in the overall work volume required.  
[b] The Employer shall give notice to the Union of the date of layoff. Required notice for permanent employees shall be as much as possible but at least two weeks or salary in lieu. Required notice, or salary in lieu for temporary employees shall be at least two [2] weeks, but such notice does not apply at the conclusion of their temporary work term.
- 05/10/26 [c] When a job redundancy occurs or if a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following

procedure shall be adopted:

When a job becomes redundant, the employee with the least amount of seniority in that job will be the first laid-off from that job, but he/she may displace an employee in the same or other group with the least seniority in such group, for which she has the qualifications and has greater seniority.

Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace an employee[s] who has less seniority in the same or other group for which such employees have the necessary qualifications and seniority.

In the event of a reduction of staff, if the qualifications as defined in Article 11, Section 2, are relatively the same, the most junior employee shall be laid-off first and the most senior last.

Section 5 All regular [i.e. permanent] employees shall be given two [2] weeks notice of layoff or two [2] weeks salary in lieu of notice.

Section 6  
05/12/06 Any regular employee with six [6] months or more of service who is laid-off due to lack of work or redundancy, shall be placed on a recall list for a period of six [6] months. Any regular employee with one [1] or more years of service shall be placed on the recall list for a period of one [1] year.

Section 7  
05/11/16 Recall  
Employees on the recall list shall have the right to return to a vacancy in their former job classifications or to a similar classification for which they are qualified. Employees on the recall list shall be recalled in order of seniority.

Section 8  
07/06/28 Notice of recall to an employee who has been laid-off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within five [5] days of receiving it or possibly lose rights of seniority and recall, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

Section 9 Salary Policy on Recalls & Demotions  
[a] Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.  
[b] Employees recalled to a position in a salary range which is lower than for their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.  
[c] The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

Section 10  
05/10/026 Position Descriptions  
The Employer agrees to provide Position Descriptions for all positions covered

under this agreement. Such Descriptions will include the position title, reporting relationship, summary of position responsibilities, employment status, and qualifications and experience required. It is recognized that responsibilities may change from time to time and that Position Descriptions cannot include everything, therefore they will not be attached to the Collective Agreement. Significant changes in responsibilities will be discussed with the Union through the Joint Consultation Committee and adjustments to the position classification will be negotiated if applicable.

#### ARTICLE 12 – SENIORITY

- Section 1 Seniority shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.
- Section 2 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of rejoining the Union for purposes of seniority credit.
- Section 3 An employee laid-off and placed on the recall list under Article 11, Section 6, will retain and continue to accumulate seniority during the period of lay-off.
- Section 4 Seniority shall accrue for all temporary work of more than ninety [90] days of service.
- 05/12/06 Temporary employees who attain regular status shall have seniority credited from the latest date of hire with the Employer, providing such employment falls within twelve [12] months of the end of the temporary posting. Such seniority will only accrue for the time worked and will not include periods of layoff. A probationary period will commence from the date of achieving regular status but provided that there is a material change to their job or duties.
- Section 5 An employee on leave of absence on Union business under Article 3, Section 7, or on sick leave and extended sick leave under Article 9, will continue to accrue seniority.
- Section 6 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

#### ARTICLE 13 – GENERAL

- Section 1 Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.
- Section 2 The Employer agrees to have all public stenography done by a stenographer who is a member of this Union, if available, or a public stenographer who can supply the Union label.
- Section 3 Financial Assistance for Education or Training  
An employee who wishes to undertake acceptable bargaining unit courses will receive financial assistance, upon approval, in advance by the General Manager. The employee will be advanced fifty [50%] per cent of the tuition, texts, and examination costs paid or payable at commencement and will be advanced the

balance of such costs upon the successful completion of the course or portion of the course for which financial assistance has been approved. No payment will be made for the costs of supplemental courses or examinations and repetition of the course to achieve successful completion of the course undertaken. Such financial assistance will be provided on the condition and understanding that:

- the employee has completed his/her probationary period,
- the course must be related and contribute or expand the employee's ability to carry out the job responsibilities as determined by the AMS.
- if the employee resigns within six [6] months following completion of the course, fifty [50%] per cent of the financial assistance received for that course is repayable to the AMS.

Section 4  
99/06/01

Food Promo

At the time of hire or once annually each employee shall have the right to choose whether or not to participate in this programme. Should the employee choose to participate the following conditions apply:

- the Employer agrees to pay for the food-promo chits to a maximum of six dollars and forty-two cents [\$6.42] per day per participating employee;
- the participating employee agrees to a reduction of \$1,000.00 in their gross salary.

Section 5

Employee Wellness Program

In a joint initiative to improve employee health and peace of mind, the Employer agrees to reimburse the employee seventy-five per cent [75%] of the cost of annual membership or participation in a program up to a maximum of one hundred dollars [\$100.00] per contract year upon presentation of receipt.

05/09/01

Such activities will be for the physical, mental or spiritual wellbeing of the employee and may include, but are not limited to, team sports, fitness facilities, yoga classes, self defence instruction, costs associated with bicycle maintenance and repair for employees who commute or recreational cycle, and the relevant equipment required, but does not include clothing for those purposes except footwear.

Effective January 01, 2011 this allowance will be available on a calendar year basis.

Section 6  
01/06/01

Employee Incentive Program

To encourage employee participation in finding ways to improve the AMS by proposing changes for more efficient methods of working, new cost-saving measures, ideas for additional revenue sources and improvements in workplace safety.

1. A committee shall be made up of:
  - a] one of the following:
    - i] General Manager,
    - ii] Facilities Development Manager, or
    - ii] Treasurer / Controller;
  - b] one Union Representative as voted on by the union members;
  - c] a member of the Health and Safety Committee as voted on by the H&S

- Committee members; and
- d] one AMS Executive as appointed by the AMS Executive Committee.
2. The committee shall meet at least once per year for planning purposes and from two [2] to four [4] times per year as submissions warrant.
  3. The committee shall review all submissions and recognize all new ideas by publishing staff members name and brief description in the AMS Staff Newsletter, including a follow-up to communicate how the idea is being implemented and/or if the idea has been successful.
  4. If a new idea is implemented, an appropriate bonus to be determined by the committee will be paid to the employee depending on the impact on our workplace. The bonus will range from a minimum of five dollars [\$5.00] to a maximum of one thousand dollars [\$1,000.00].
  5. To encourage participation, once each year all submission names, implemented or not, will be placed into a draw and the winner will receive a one hundred dollar [\$100.00] prize.

Section 7  
05/11/23

Computer Safety

- [a] Employees may request reasonable, safe, ergonomically correct equipment for operating video display terminals and computer work stations when the health and/or safety of the employee could be affected. Such request shall be submitted to the Health and Safety Committee who shall have the authority to authorize and schedule the request.
- 0511/16 [b] Pregnant employees shall have the ability to request a test be conducted on their work station to measure the ionizing radiation levels (if any) to ensure they are at or below the level permitted under the B.C. Workers Compensation Act<sub>2</sub> as may be revised from time to time. If such measurement indicates a level above that required by the Act, the Employer, at their discretion agrees to either replace the equipment to comply with the requirements of the Workers Compensation Act, or reassign the employee to alternate employment for the term of the pregnancy.

Section 8  
05/10/026

[a] Mileage Allowance

Vehicle allowance for distances travelled while on Employer business will be reimbursed at a fixed per kilometre allowance. Such allowance will vary from time to time, but will be the same as provided any other employee of the Employer.

07/06/01

[b] Business Travel and Expenses

No employee should be out of pocket through the normal course of conducting business and related travel for the Employer. Travel expense provisions contained in Section 11 of the Employer's Personnel Policies and Procedures Handbook as published in March 2005, are applicable to all employees.

In the event that alternative forms of transport are taken rather than an automobile [e.g. bicycle or public transit], it is understood that the travel time for such business will be considered paid time and form part of the

employee's standard working hours, with the exception of travel time at the beginning and end of the work day to and from an alternate work location unless previously agreed to.

#### ARTICLE 14 – DISCIPLINE, SUSPENSION and DISCHARGE

Section 1 It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be given in the event of such discharge, at the Employer's option.

Section 2 If a regular employee is terminated, except as provided in Section 1 above, said employee shall receive ten [10] working days notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two [2] weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

Section 3 Notice of Resignation  
If an employee resigns, ten [10] working days notice will be given, in writing, prior to the date of termination. In the event that less than ten [10] working days is given, the employee will be entitled to his/her vacation pay of four [4%] per cent of gross earnings less any actual vacation he/she has taken. Vacation entitlement banked from the previous year shall be paid at the employee's full rates. An employee may rescind his/her resignation, in writing, without penalty up to three [3] working days after giving notice.

Section 4 If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

Section 5 Employee Information and Disciplinary Letters

05/10/26 [a] There shall be only one [1] legitimate personnel file per employee.

[b] The employee shall have the right to review their personnel file and any other records pertaining to their employment with the AMS.

[c] No negative comments or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information. She/he shall have the right to include her/his written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.

95/07/06 [d] Any employee may request that disciplinary letters be expunged from their file after twenty-four [24] months without further incident. The request will be reasonably accommodated depending on the seriousness of the original action and Management shall provide a reasonable explanation to the affected employee.

## ARTICLE 15 – DISCRIMINATION AND HARASSMENT

- Section 1      Policy  
05/10/26      The parties mutually agree to abide by the June 1, 2004 document entitled: Article 15 - *Discrimination, Harassment & Sexual Harassment* as revised from time to time by mutual agreement through the Joint Consultation Committee.
- Section 2      Process  
04/06/28      This document has its own process and remedies, however failure to invoke the process is grievable.

## ARTICLE 16 –

### TECHNOLOGICAL or PROCEDURAL CHANGES and SEVERANCE PAY

- Section 1      [a]    The Employer will meet with the Union with at least thirty [30] days prior to their intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.
- 06/02/24      [b]    Items for discussions are:
1.    the nature of the change
  2.    the date on which the employer proposed to effect the change
  3.    the approximate number and type of employees likely to be affected by the change,
  4.    the anticipated effect[s] of the change on affected employees.
- Section 2      Wherever practical, employees becoming redundant due to new equipment or procedure, shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee[s].
- Section 3      In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the employee[s] shall elect for termination of employment or shall elect to be placed on the recall list. Employees on recall under this Section, shall receive all the benefits they accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.
- Section 4      Severance pay as provided for in Section 5 following, shall be due and payable to a displaced employee, immediately upon termination.
- Section 5      Severance Pay  
99/06/01      Severance pay shall be paid to employees who are terminated for any reason other than just cause. The amount of severance pay shall be two [2] weeks at the employee's current regular salary for each twelve [12] months of service to a maximum of twelve [12] weeks.

## ARTICLE 17 – GRIEVANCE PROCEDURE

- Section 1      "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement,

whether between the Employer and any employee or employees bound by the collective Agreement or between the Employer and the Union.

Section 2

Grievances or complaints shall be settled in the following manner:

[a] If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.

[b] If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

STEP 1:

07/06/01

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten [10] working days of becoming aware of the circumstances giving rise to the grievance. The employee shall be accompanied by an Office Steward or Representative of the Union. In recognition of time commitments and other factors, if the grieving employee and/or the Office Steward is unable to complete their grievance investigation with the above period, they shall be entitled to submit in writing the "Intention to File a Grievance: to the Employer with the ten [10] working day period as required under this section. In the event that the delay is reasonably justified, the Employer will provide an additional submission period of up to five [5] working days for the final grievance to be documented and submitted.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Chief Office Steward or Representative shall submit the grievance, in writing, to the General Manager or the Assistant General Manager as designated by the Employer, within the next ten [10] working days.

STEP 3:

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten [10] working days, to the Representative[s] of the Union and the Representative[s] of the Employer. Failing settlement within a further ten [10] working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 18 or 19.

Section 3

The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

Section 4

Nothing in the grievance procedure shall be deemed to take away the right of any employee to present and discuss a problem of a personal nature directly with the Employer.

**ARTICLE 18 – ARBITRATION**

Section 1

Where any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either Party to an Arbitration Board of three [3] members composed as follows:

Section 2

The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party, in writing, of its appointment and the particulars of the

grievance in dispute.

- Section 3 The Party receiving the notice shall, within five [5] days, appoint a member to the Board and shall notify the other Party of its appointment.
- Section 4 The two [2] arbitrators so appointed shall confer to select a third [3rd] Party to be Chairman and failing, for five [5] days from their appointment to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman. Hearings shall commence within thirty [30] days of the appointment of the Chairman.
- Section 5 The Arbitration Board shall hear the Parties, settle the terms of question to be arbitrated, and make its award within fifteen [15] days of the completion of the hearings, except when the time is extended by the agreement of the Parties. The Board shall deliver its award, in writing, to each of the Parties and the award of the majority of the Board shall be final and binding on the Parties and shall be carried out forthwith.
- Section 6 The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- Section 7 Each Party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointees and one-half [½] the expenses of the Chairman.

#### ARTICLE 19 – SINGLE ARBITRATOR

As an alternative procedure to Article 18, the Parties to this Agreement may, if it is mutually agreed to do so, agree upon a single arbitrator as a means of settling disputes appropriate to such procedure as follows:

- Section 1  
05/09/01 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Section 2.
- Section 2 The Parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within ten [10] days of such notice, or in the event one [1] of the Parties declines the procedure, notice of arbitration as provided in Article 18 may be given by either Party.
- Section 3 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make this award within fifteen [15] days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver the award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith. An Arbitrator award under this Article shall not be subject to further procedure under Article 18 of this Agreement.
- Section 4 The provisions of Article 18, Section 6, shall apply to single arbitrators.
- Section 5 Each Party shall pay their own costs and expenses of the Arbitration and one-half [½] the remuneration and disbursements or expenses of the Arbitrator.

#### **ARTICLE 20 – JOINT CONSULTATION COMMITTEE**

The Employer and the COPE shall establish a Joint Consultation Committee. On the request of either Party, the Parties shall meet at least once every two [2] months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked. Minutes of all meetings will be kept on file, and copies sent to Committee Members and the Union.

#### **ARTICLE 21 – EMPLOYMENT STANDARDS**

99/06/01 The Employer agrees that any provision of the Employment Standards Act, in force as may be amended from time to time, not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement for a specific employee or a particular group of employees shall be deemed to be part of this Collective Agreement for that employee or particular group of employees.

**ARTICLE 22 – DURATION**

- Section 1 [a] This Agreement shall be in full force and effect on and after the 1st day of June, 2010, to and including the 31st day of May 2013, and shall automatically be renewed and remain in full force and effect from year to year thereafter, unless either Party serves written notice upon the other Party hereto, of intention to open the Agreement for negotiation and revision or renewal, at least sixty [60] days prior to the 31st of May 2013, or sixty [60] days prior to the 31st day of May in any year subsequent thereto. If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement, or a new collective Agreement.
- [b] Where such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Company commences a lock-out whichever first occurs.

Section 2 It is mutually agreed by the Parties to exclude from this Agreement the operation of Sections 50[2] and 50[3] of the Labour Relations Code.

Section 3 Severability  
 In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect. Depending on the circumstances and applicable legislative statues or legal limitations, the Parties agree to meet and discuss possible alternative provisions, if any.

Signed at Vancouver, BC	this	day of	, 2010
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SIGNED ON BEHALF OF THE COMPANY  
*Party of the First Part;*

SIGNED ON BEHALF OF THE UNION  
*Party of the Second Part;*

<i>Ross Horton – General Manager</i>	<i>Andy Ross, President</i>
<i>David Hannigan, Senior Manager HR</i>	<i>Sean Clancy – Union Representative</i>
<i>Elin Tayyar – VP of Finance</i>	<i>Alice Wong - Job Steward, Local 378</i>
<i>Ekaterina Dovjenko, – VP of Administration</i>	<i>Valerie Levens, Member, Local 378</i>
	<i>Angela Geib, Member, Local 378</i>

**APPENDIX "A"  
SALARY SCHEDULE**

Effective: June 1st, 2010

2.00%

	START	6 MOS.	12 MOS.	24 MOS.	36 MOS.	48MOS.
<b>GROUP 1</b> <i>Part-Time / Hourly</i> Coin Control Clerk Conference Technician  Receptionist I	\$ 2,893.80 \$ 19.08	\$ 2,983.28 \$ 19.67	\$ 3,075.80 \$ 20.28		\$3,157.70 \$ 20.82	
<b>GROUP 2</b> <i>Part-Time / Hourly</i> Bookings I Word Processor Operator Receptionist Typist II Word Processor Clerk	\$ 3,034.85 \$ 20.01	\$ 3,124.33 \$ 20.60	\$ 3,216.85 \$ 21.21	\$ 3,304.82 \$ 21.79		
<b>GROUP 3</b> <i>Part-Time / Hourly</i> Arcade Supervisor Publications Copy Clerk Bookings II Commercial Bookings Rep.  Cashier Computer Operator I Data Entry Operator	\$ 3,212.30 \$ 21.18	\$ 3,324.53 \$ 21.92	\$ 3,435.25 \$ 22.65	\$ 3,552.03 \$ 23.42		\$ 3,646.07 \$24.04
<b>GROUP 4</b> <i>Part-Time / Hourly</i> Executive Secretary Administrative Assistant  Computer Operator II Payroll & Employee Benefits	\$ 3,323.02 \$ 21.91	\$ 3,435.25 \$ 22.65	\$ 3,552.03 \$ 23.42	\$ 3,662.75 \$ 24.15	\$ 3,771.95 \$ 24.87	\$ 3,884.18 \$ 25.61
<b>GROUP 5</b> <i>Part-Time / Hourly</i> Computer Supervisor Conf. Co-coordinator Facilities Marketing Co-coordinator	\$ 3,268.42 \$ 21.55	\$ 3,614.22 \$ 23.83	\$ 3,787.12 \$ 24.97	\$ 4,020.68 \$ 26.51	\$ 4,248.18 \$ 28.01	
<b>GROUP 6</b> <i>Part-Time / Hourly</i> Policy Advisor	\$ 4,013.10 \$26.46	\$ 4,113.20 \$27.12	\$ 4,217.85 \$27.81	\$ 4,427.15 \$29.19	\$ 4,648.58 \$30.65	
<b>GROUP 7</b> <i>Part-Time / Hourly</i> Systems Administrator	\$ 4,222.40 \$27.84	\$ 4,333.12 \$28.57	\$ 4,442.32 \$29.29	\$ 4,662.23 \$30.74	\$ 4,882.15 \$32.19	

Monthly Rate = Hourly Rate x 1820 Hours/12 Months

Bi-Weekly Rate = Hourly Rate x 70 Hours

**APPENDIX "A"  
SALARY SCHEDULE**

Effective: June 1st, 2011

1.50%

	START	6 MOS.	12 MOS.	24 MOS.	36 MOS.	48MOS.
<b>GROUP 1</b> <i>Part-Time / Hourly</i> Coin Control Clerk Conference Technician  Receptionst I	\$ 2,937.78 \$ 19.37	\$ 3,028.78 \$ 19.97	\$ 3,121.30 \$ 20.58		\$ 3,205.07 \$21.13	
<b>GROUP 2</b> <i>Part-Time / Hourly</i> Bookings I Word Processor Operator Receptionist Typist II Word Processor Clerk	\$ 3,080.35 \$ 20.31	\$ 3,171.35 \$ 20.91	\$ 3,265.38 \$ 21.53	\$ 3,354.87 \$ 22.12		
<b>GROUP 3</b> <i>Part-Time / Hourly</i> Arcade Supervisor Publications Copy Clerk Bookings II Commercial Bookings Rep.  Cashier Computer Operator I Data Entry Operator	\$ 3,260.83 \$ 21.50	\$ 3,374.58 \$ 22.25	\$ 3,486.82 \$ 22.99	\$ 3,605.12 \$ 23.77		\$ 3,700.67 \$ 24.40
<b>GROUP 4</b> <i>Part-Time / Hourly</i> Executive Secretary Administrative Assistant  Computer Operator II Payroll & Employee Benefits	\$ 3,373.07 \$ 22.24	\$ 3,486.82 \$ 22.99	\$ 3,605.12 \$ 23.77	\$ 3,717.35 \$ 24.51	\$ 3,828.07 \$ 25.24	\$ 3,941.82 \$ 25.99
<b>GROUP 5</b> <i>Part-Time / Hourly</i> Computer Supervisor Conf. Co-ordinator Facilities Marketing Co-ordinator	\$ 3,316.95 \$ 21.87	\$ 3,668.82 \$ 24.19	\$ 3,843.23 \$ 25.34	\$ 4,081.35 \$ 26.91	\$ 4,311.88 \$ 28.43	
<b>GROUP 6</b> <i>Part-Time / Hourly</i> Policy Advisor	\$ 4,073.77 \$26.86	\$ 4,175.38 \$27.53	\$ 4,281.55 \$28.23	\$ 4,493.88 \$29.63	\$ 4,718.35 \$31.11	
<b>GROUP 7</b> <i>Part-Time / Hourly</i> Systems Administrator	\$ 4,286.10 \$28.26	\$ 4,398.33 \$ 29.00	\$ 4,509.05 \$29.73	\$ 4,732.00 \$ 31.20	\$ 4,954.95 \$32.67	

Monthly Rate = Hourly Rate x 1820 Hours/12 Months

Bi-Weekly Rate = Hourly Rate x 70 Hours

**APPENDIX "A"  
SALARY SCHEDULE**

Effective: June 1st, 2012

1.50%

	START	6 MOS.	12 MOS.	24 MOS.	36 MOS.	48MOS.
<b>GROUP 1</b> <i>Part-Time / Hourly</i> Coin Control Clerk Conference Technician Receptionist I	\$ 2,981.77 \$ 19.66	\$ 3,074.28 \$ 20.27	\$ 3,168.32 \$ 20.89		\$ 3,253.25 21.45	
<b>GROUP 2</b> <i>Part-Time / Hourly</i> Bookings I Word Processor Operator Receptionist Typist II Word Processor Clerk	\$ 3,125.85 \$ 20.61	\$ 3,218.37 \$ 21.22	\$ 3,313.92 \$ 21.85	\$ 3,404.92 \$ 22.45		
<b>GROUP 3</b> <i>Part-Time / Hourly</i> Arcade Supervisor Publications Copy Clerk Bookings II Commercial Bookings Rep. Cashier Computer Operator I Data Entry Operator	\$ 3,309.37 \$ 21.82	\$ 3,424.63 \$ 22.58	\$ 3,538.38 \$ 23.33	\$ 3,659.72 \$ 24.13		\$3,756.78 \$ 24.77
<b>GROUP 4</b> <i>Part-Time / Hourly</i> Executive Secretary Administrative Assistant Computer Operator II Payroll & Employee Benefits	\$ 3,423.12 \$ 22.57	\$ 3,538.38 \$ 23.33	\$ 3,659.72 \$ 24.13	\$ 3,773.47 \$ 24.88	\$ 3,885.70 \$ 25.62	\$ 4,000.97 \$ 26.38
<b>GROUP 5</b> <i>Part-Time / Hourly</i> Computer Supervisor Conf. Co-ordinator Facilities Marketing Co-ordinator	\$ 3,367.00 \$ 22.20	\$ 3,723.42 \$ 24.55	\$ 3,900.87 \$ 25.72	\$ 4,142.02 \$ 27.31	\$ 4,377.10 \$ 28.86	
<b>GROUP 6</b> <i>Part-Time / Hourly</i> Policy Advisor	\$ 4,134.43 \$27.26	\$ 4,237.57 \$27.94	\$ 4,345.25 \$28.65	\$ 4,560.62 \$30.07	\$ 4,789.63 \$31.58	
<b>GROUP 7</b> <i>Part-Time / Hourly</i> Systems Administrator	\$ 4,349.80 \$28.68	\$ 4,465.07 \$ 29.44	\$ 4,577.30 \$30.18	\$ 4,803.28 \$ 31.67	\$ 5,029.27 \$33.16	

Monthly Rate = Hourly Rate x 1820 Hours/12 Months

Bi-Weekly Rate = Hourly Rate x 70 Hours



**LETTER OF UNDERSTANDING #1**

**BETWEEN:** Alma Mater Society

**AND:** Canadian Office and Professional Employees Union, Local 378

Effective June 1st, 2010, the minimum salary for Val Levens will be \$25.61 per hour.

Effective June 1st, 2011, the minimum salary for Val Levens will be \$25.99 per hour.

Effective June 1st, 2012, the minimum salary for Val Levens will be \$26.38 per hour.

Effective June 1st, 2010, the minimum salary for Thomas Ma will be \$26.84 per hour.


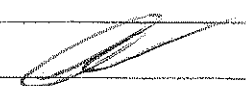
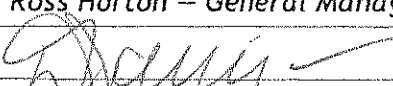
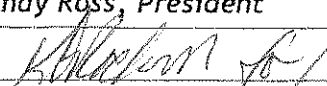
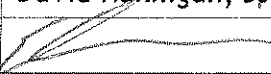

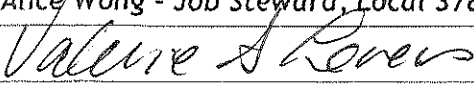
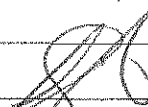
Effective June 1st, 2011, the minimum salary for Thomas Ma will be \$27.24 per hour.

Effective June 1st, 2012, the minimum salary for Thomas Ma will be \$27.65 per hour.

Signed at Vancouver, BC	this	<i>26</i>	day of	<i>November</i> , 2010
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SIGNED ON BEHALF OF THE COMPANY  
*Party of the First Part;*

SIGNED ON BEHALF OF THE UNION  
*Party of the Second Part;*

	
<i>Ross Horton – General Manager</i>	<i>Andy Ross, President</i>
	
<i>David Hannigan, Senior Manager HR</i>	<i>Sean Clancy – Union Representative</i>
	
<i>Elin Tayyar – VP of Finance</i>	<i>Alice Wong - Job Steward, Local 378</i>
	
<i>Ekaterina Dovjenko, – VP of Administration</i>	<i>Valerie Levens, Member, Local 378</i>
	
	<i>Angela Geib, Member, Local 378</i>

E&OE

**LETTER OF UNDERSTANDING #2**

**BETWEEN:** Alma Mater Society

**AND:** Canadian Office and Professional Employees Union, Local 378

This Letter of Understanding shall remain in full force and effect unless either Party, by written notice, specifically opens this Letter for amendment during any term of collective bargaining.

Notwithstanding the provisions of Article 9, Section 8 the Pension Benefits contributions for Valerie Levens shall be as follows:


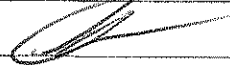
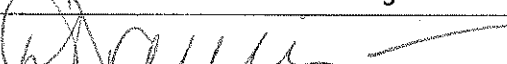
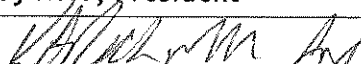

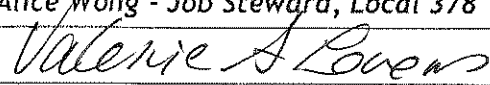
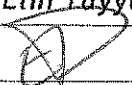
Effective June 1, 2011, the Employer contribution shall be raised to ten [10%] per cent and the employee contribution to their Registered Retirement Savings Plan shall be four [4%] per cent.

Effective June 1, 2012, the Employer contribution shall be raised to eleven [11%] per cent and the employee contribution to their Registered Retirement Savings Plan shall be four [4%] per cent.

Signed at Vancouver, BC	this	26	day of	November	2010
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SIGNED ON BEHALF OF THE COMPANY  
*Party of the First Part;*

SIGNED ON BEHALF OF THE UNION  
*Party of the Second Part;*

 Ross Horton – General Manager	 Andy Ross, President
 David Hannigan, Senior Manager HR	 Sean Clancy – Union Representative
 Elin Tayyar – VP of Finance	Alice Wong - Job Steward, Local 378 
 Ekaterina Dovjenko, – VP of Administration	Valerie Levens, Member, Local 378  
	Angela Geib, Member, Local 378

O&OE

LETTER OF UNDERSTANDING #3

BETWEEN: Alma Mater Society

AND: Canadian Office and Professional Employees Union, Local 378


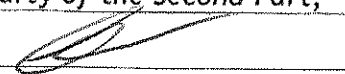
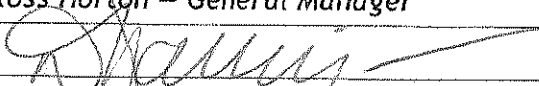



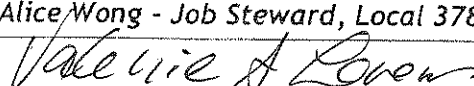

This Letter of Understanding is attached to and shall form part of the Collective Agreement.

The parties agree that notwithstanding Article 12 Section 1, the seniority for employees who were formerly excluded but subsequently included in the bargaining unit shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to their recognition as employees in the bargaining unit.

Signed at Vancouver, BC	this <u>26</u> day of	<u>November</u> , 2010
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SIGNED ON BEHALF OF THE COMPANY  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

	
Ross Horton – General Manager	Andy Ross, President
	
David Hannigan, Senior Manager HR	Sean Clancy – Union Representative
	
Elin Tayyar – VP of Finance	Alice Wong - Job Steward, Local 378
	
Ekaterina Dovjenko, – VP of Administration	Valerie Levens, Member, Local 378
	
	Angela Geib, Member, Local 378

E&OE

LETTER OF UNDERSTANDING #4

BETWEEN: Alma Mater Society

AND: Canadian Office and Professional Employees Union, Local 378

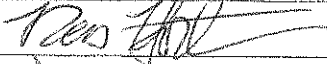

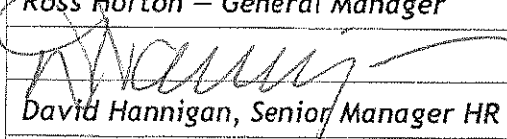

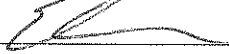

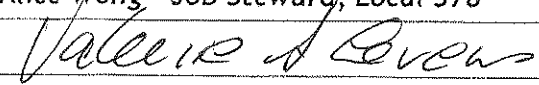
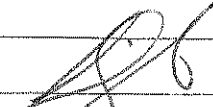
This Letter of Understanding is attached to and shall form part of the Collective Agreement.

The Employer agrees that Val Levens continues to get the food-promo without the \$1,000.00 reduction in salary.

Signed at Vancouver, BC	this <u>26</u> day of <u>November</u> , 2010
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SIGNED ON BEHALF OF THE COMPANY  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

	
Ross Horton – General Manager	Andy Ross, President
	
David Hannigan, Senior Manager HR	Sean Clancy – Union Representative
	
Elin Tayyar – VP of Finance	Alice Wong - Job Steward, Local 378
	
Ekaterina Dovjenko, – VP of Administration	Valerie Levens, Member, Local 378
	
	Angela Geib, Member, Local 378

E&OE

LETTER OF UNDERSTANDING #5

BETWEEN: Alma Mater Society

AND: Canadian Office and Professional Employees Union, Local 378

This Letter of Understanding is attached to and shall form part of the Collective Agreement.

The Temporary, Part-time position of "Opt-out Clerk" is recognized to be a union position and union dues will apply for the periods worked. Union initiation fees will not be assessed.

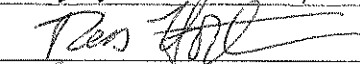

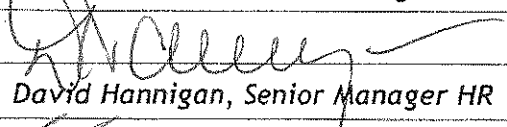
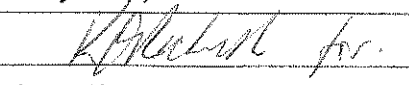
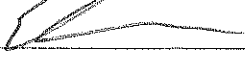
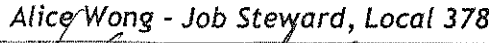

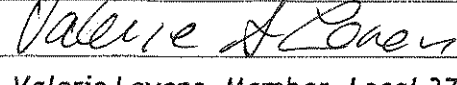

It is further understood that the other provisions in the Collective Agreement that do not apply to temporary positions do not apply to this position.

Exemptions for this position are for example:

- no statutory holidays
- no benefits
- no seniority
- no severance
- no sick leave
- no guaranteed minimum hours

and the following Articles do not apply: 3.8, 13.3, 13.4, 13.5, 13.6, and 13.8.

This position will be included as a Group 1 and shall have 6% vacation pay attached.

Signed at Vancouver, BC	this <u>26</u> day of <u>November</u> , 2010
SIGNED ON BEHALF OF THE COMPANY <i>Party of the First Part;</i>	SIGNED ON BEHALF OF THE UNION <i>Party of the Second Part;</i>
 Ross Horton – General Manager	 Andy Ross, President
 David Hannigan, Senior Manager HR	 Sean Clancy – Union Representative
 Elin Tayyar – VP of Finance	 Alice Wong - Job Steward, Local 378
 Ekaterina Dovjenko, – VP of Administration	 Valerie Levens, Member, Local 378
	 Angela Geib, Member, Local 378